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A G R E E M E N T

Between:

CITY OF JERSEY CITY,
HUDSON COUNTY, NEW JERSEY

and

JERSEY CITY FIRE OFFICERS ASSOCIATION
LOCAL 1064, IAFF, AFL-CIO

January 1, 1976 through December 31, 1977

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PREAMBLE

This AGREEMENT entered into this day of , 1977
by and between the CITY OF JERSEY CITY, (hereinafter referred
to as the "City"), in the County of Hudson, New Jersey, a
Municipal Corporation of the State of New Jersey, and JERSEY
CITY FIRE OFFICERS ASSOCIATION, LOCAL 1064, IAFF, AFL-CIO,
(hereinafter referred to as the "Association"), represents
the complete and final understanding on all bargainable issues
between the City and the Association. The terms "Fire Officer"
and "Employee" shall be used interchangeably in this Agreement
and the term "male" shall refer to male and female as well.
In addition, the term "Association" and "Union" shall be used
interchangeably in this Agreement.

WITNESSETH:

WHEREAS, that for the purpose of mutual understanding and
in order that a harmonious relationship may exist between the
City and the Association to the end that continuous and efficient
service will be rendered to and by both parties, for the benefit
of both;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

UNION RECOGNITION

The City hereby recognizes the Union as the sole and exclusive representative of all uniformed employees above the rank of Fire Fighter, of the Division of Fire, for the purposes of bargaining with respect to hours, wages and other terms and conditions of employment under Chapter 303 of the laws of 1968.

ARTICLE II

MAINTENANCE OF STANDARDS, HIGHEST MINIMUM STANDARDS

A. All conditions of employment relating to employment, hours of work and general working conditions presently in effect which are department-wide (universal) in nature shall be maintained, except as qualified, modified, expanded or decreased by this Agreement.

ARTICLE III
UNION PRIVILEGES

A. Authorized representatives of the Union, not to exceed three (3) at one time, shall be allowed to visit the Fire Headquarters, fire stations, training school and Director of Fire and Safety Service's Office for the purpose of ascertaining whether or not this Agreement is being violated. This right shall be exercised reasonably. Upon entering the premises, the authorized representative(s) shall notify the Department Head, or in his absence, his authorized representative. He shall not interfere with normal conduct of work within the Department.

B. The President of the Association, or in his absence his designee, shall be assigned to special duty day tour, and except in emergencies, shall be entitled to devote full time to administering and enforcing the policies of this Agreement.

C. Fire Officers (not to exceed seven (7)), who are elected officers, delegates, trustees and/or alternates of the Union, shall be granted time off to attend conventions that are authorized by state law, providing department operations are not impeded by the granting of such request. In addition to the foregoing, Fire Officers (not to exceed four (4) who are elected officers, delegates, trustees and/or alternates of the

Article III continued:

Association, upon approval of the Director of Fire and Safety Services, or his designee, be given time off to attend Seminars which, in the discretion of the Director of Fire and Safety Services are of value to the Department or the Association. The request shall not be arbitrarily or unreasonably denied.

D. Two (2) members of the Union shall be granted time off to attend State Legislative sessions, when bills affecting the welfare of the Union are on the agenda.

E. The negotiating committee of the Union, not to exceed five (5) men in number, shall be excused from regular duty to attend such negotiating sessions as are mutually scheduled by the parties to occur during the normal work time of any members of said Association negotiating committee, and shall suffer no loss of regular pay thereby.

F. The Association shall be provided with bulletin boards in each station or facility and departmental headquarters, for the posting of Association notices or other appropriate materials. Such boards shall be identified with the name of the Association and the Association may designate persons responsible thereof. A copy of all such notices of other materials shall at the time of its posting be sent to the Director of Fire and Safety Services or his designee, and he shall retain the right to have such notices

Article III continued:

of other materials removed, which are detrimental to the good order of the Department.

ARTICLE IV

EXTRA CONTRACT AGREEMENTS

A. The City agrees not to enter into any other Agreement or contract with its employees, as defined in Article I, Section A, covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE V

LEAVE OF ABSENCE

A. A leave of absence without pay may be granted to any permanent Fire Officer who has been employed for a period of ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld.

ARTICLE VI

DUES CHECK OFF

A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N. J. S. A. (R.S.) 52:14-15.9(e), as amended. Said monies together with records of any corrections shall be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice prior to the effective date of such change.

C. The Union will provide the necessary "check-off authorization" form and deliver the signed forms to the City Comptroller provided that any authorization cards previously furnished to the City shall be relied upon for check-off purposes. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the Union to the City.

ARTICLE VII
MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE VIII

RULES CHANGES

A. Proposed new rules or modifications of existing rules governing working conditions which are discussed in this Agreement or which are referred to in this Agreement as being Department-wide (universal) in nature shall be negotiated with the duly authorized representatives of the Union before they are established.

ARTICLE IX

A. The normal work week shall consist of forty-two hours per week. However, Fire Officers shall be paid at the rate of time and one-half (1-1/2) for the last two (2) hours worked of their normal work week, or a total of one (1) additional hour's compensation at the rate determined by dividing their annual salary by fifty-two (52) times the number of hours in their normal work week.

B. All Fire Officers shall be compensated at time and one-half (1-1/2) the regular straight time rates for overtime worked in excess of a ten (10) hour day tour or a fourteen (14) hour night tour.

1. For the purposes of this Article, any part of an hour shall be considered a full hour.
2. Fire Officers are not to be considered relieved from duty until fifteen (15) minutes after they return to quarters.

C. Recall If a Fire Officer is recalled to duty, he shall receive a minimum guarantee of four (4) hours overtime.

D. An accurate record shall be kept of all overtime worked by Fire Officers and submitted through the proper channels.

E. Mutual Aid Where Mutual Aid mandates recall of Fire Fighters, the City shall recall one (1) officer, a captain or a lieutenant to be alternately called for every

five (5) Fire Fighters recalled, plus a minimum of one (1) Battalion Chief and one (1) Deputy Chief when twenty-five (25) or more Fire Fighters are recalled.

F. Regular overtime shall be paid monthly for the preceding period. (I.E. January in March, February in April, etc.)

G. Deferred 1975 overtime shall be paid as soon as practicable, if not paid at the date of the execution of the agreement.

H. Court time shall be three (3) hour minimum at time and one-half (1-1/2).

ARTICLE X

SALARIES AND ECONOMIC BENEFITS

A. Salaries. Salaries for employees shall be as follows:

<u>Jan. 1, 1976</u>	<u>Jan. 1, 1977</u>	<u>August 1, 1977***</u>
<u>Fire Lieutenant:</u>		
\$16,800.00	\$17,600.00	\$17,880.00
<u>Fire Captain:</u>		
\$18,900.00	19,700.00	19,980.00
<u>Battalion Chief:</u>		
\$21,000.00	21,800.00	22,080.00
<u>Supervisor of Apparatus:</u>		
\$21,000.00	21,800.00	22,080.00
<u>Deputy Fire Chief:*</u>		
\$23,100.00	23,900.00	24,180.00
<u>Supervisor of Fire Prevention:*</u>		
\$23,100.00	23,900.00	24,180.00
<u>Deputy Fire Chief:**</u>		
\$25,200.00	26,000.00	26,280.00
<u>Supervisor of Fire Prevention:**</u>		
\$25,200.00	26,000.00	26,280.00
<u>Fire Chief:</u>		
\$27,300.00	28,100.00	28,380.00

* Deputy Fire Chief appointed after 1/1/75; to be placed on same scale as Deputy Fire Chiefs appointed prior to 1/1/75, on 1/1/78

* Supervisor of Fire Prevention appointed after 1/1/75; to be placed on same scale as Supervisor of Fire Prevention appointed prior to 1/1/75, on 1/1/78

ARTICLE X xontinued:

** Deputy Fire Chief appointed prior to 1/1/75

** Supervisor of Fire Prevention appointed prior to 1/1/75

*** \$280.00 annual increase dependent upon the Association not accepting Group Dental Plan option

B. Economic Benefits. In the event that after the date of execution hereof, the City, or any of its autonomous agencies, shall negotiate an increase in either direct dollars or fringe benefits having monetary value in excess of that provided herein for any union contract effective during calendar 1976, then the same amount of cash or benefits with cash value shall be provided to the Association. This shall not include normal increases, derived from a guide, due to annual increments, degree differentials, or ratio guides.

C. If, after the date of execution hereof, the City, or any of its autonomous agencies, shall negotiate an increase with any of their Unions which, during calendar 1977 shall provide in excess of the combined direct cash and benefits provided herein to any other employee, then the same amount of cash or benefits shall be provided to the Association. This shall not include normal increases, derived from a guide, due to annual increments, degree differentials or ration guides.

D. During 1976 the City shall provide to the Union a lump sum payment of \$11,000. During 1977, the Union shall receive a lump sum payment of \$11,000. Payment shall be made no later than July 1, 1977. These payments shall cease on January 1, 1978.

ARTICLE XI

LONGEVITY

A. In addition to the salaries due to members of the bargaining unit as set forth elsewhere in this Agreement, employees are entitled to the following longevity payments:

After 5 years of service	-	\$200.00 per year
After 10 years of service	-	\$400.00 per year
After 15 years of service	-	\$600.00 per year
After 20 years of service	-	\$800.00 per year
After 25 years of service	-	\$1,000.00 per year

ARTICLE XII

VACATIONS

A. Annual vacations shall be granted in accordance with the following vacation allowance schedule:

1. One (1) year of service to end of five (5) years of service 25 working days
2. Five (5) years of service, and over.....
30 working days

B. Vacation time for both years of the contract shall be in compliance with the schedule appended to the Agreement. (Schedule to be worked out). It is understood that all chief officers with permanent line assignments shall pick by Division and Battalion as per past practice. For the off season vacation periods, all officers will pick within their ranks. The negotiating committee and the Director of Public Safety and Fire Services shall meet to arrange a mutually satisfactory procedure with respect to vacation picks for the summer for Captains and Lieutenants.

C. On January 1, vacation time of each employee for the ensuing year becomes vested.

ARTICLE XIII

INJURED - SICK LEAVE

A. If a member of the Fire Department is incapacitated and unable to work because of an injury sustained in the performance of his fire duty, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, not to exceed one (1) year, as determined by the Director of the Division of Medical Services and the Director of Fire and Safety Services. The granting of such sick leave shall not be unreasonably or arbitrarily withheld.

B. A Fire Officer shall be granted sick leave without loss of pay up to one (1) year for each illness, pursuant to N.J.S.A. 40A:14-16 as determined by the Director of the Division of Medical Services and the Director of Fire and Safety Services. The granting of such sick leave shall not be unreasonably or arbitrarily withheld.

C. Personnel suffering from heart and lung diseases, along with those with Jersey City Fire Department Job connected disabilities will not be placed before the Pension Board for such disability-related severance except upon their own request. The number of such heart and lung affected personnel, and those with Jersey City Fire Department Job connected disabilities shall not exceed five (5) per cent of the uniformed force.

ARTICLE XIV

INSURANCE

A. The City shall continue to provide the liability insurance coverage it presently maintains; including coverage on personal vehicles used on recalls. The City shall make known to the Union the amount and extent of coverage. The Union shall familiarize itself and its members of its contents.

B. The City shall supply to Fire Officers all necessary legal advice and counsel in the defense of or settlement of claims for personal injury, death or property damage arising out of or in the course of their employment and the City shall pay and satisfy all judgments against Fire Officers from such claims.

C. Hospitalization. The Fire Officer shall receive fully paid Blue Cross, Blue Shield and Major Medical with Rider "J" to cover themselves and their dependents (family). Retired employees shall receive health insurance as provided by statute.

D. Life Insurance. The City will provide for life insurance in the amount of \$5,000.00, and in addition, an Accidental Death and Dismemberment Insurance in the amount of \$5,000.00 for each Fire Officer and it is the intention of the City to provide the Fire Officers with a \$2,000.00 life insurance policy upon regular retirement at the retiree's own cost.

E. The benefits and protections of N.J.S.A. 40A:14-26, as amended, are to be afforded Fire Officers as if set forth in full herein.

Article XIV continued:

F. Qualified Fire Officers shall receive continued health insurance coverage paid for by the City after their retirement, as provided by City Ordinance.

ARTICLE XV

EXCHANGE OF DAYS OFF

A. A mutual exchange of duty between two (2) Fire Officers shall be granted upon written application to the Deputy Chief (or in the case of Deputy Chiefs, the Chief concerned), provided all other requirements of this Article are complied with. All pertinent information relating to the time requested and the date of repayment of such time shall be contained in the original application, signed by both parties. All repayment of time shall be carried out by the principals involved. If the date of repayment is unknown to the parties at the time of the request, it may remain blank. However, at least two (2) weeks prior to the repayment taking place, the parties shall file a notice of date of repayment with the Deputy Chief, (or where applicable as above, the Chief).

B. A minimum of ten (10) hours notification shall be required by the Deputy Chief, (or where applicable as above, the Chief). In case of extreme emergency, the Deputy Chief on duty may waive the ten (10) hour notification.

C. Fire Officers making such exchange must have equal qualifications to serve in each other's place, and be of equal rank. Exchanges of tours or parts of tours shall be for tours or parts of tours of equal length; that is, day tours or parts thereof may be exchanged for day tours or parts thereof, and night tours^{or parts thereof} may be exchanged for night tours^{or parts thereof}. Such exchanges shall neither be requested nor granted for any period of time during which either Fire Officer involved in the exchange is scheduled for formal training. A partial swap shall count as a full swap for purposes of this Article.

D. No Fire officer may be involved in more than three (3) exchanges in eight (8) cycles, and shall pay back the time within one (1) year.

ARTICLE XVI

HOLIDAYS

A. 1976 - All Fire Officers shall in addition to their regular wages receive eleven (11) holidays, seven (7) of which shall be given as compensatory time and four (4) paid in cash.

B. 1977 - All Fire Officers shall in addition to their regular wages receive eleven (11) holidays, six (6) of which shall be given as compensatory time, and five (5) paid in cash. In addition on December 31, 1977 an additional compensatory day shall be credited to the record of all Fire Officers which shall become part of their accumulated compensatory time on January 1, 1978. Thereafter fire officers shall receive seven (7) compensatory days annually in addition to the five (5) paid days.

C. In addition to the above referred to holidays, any day that is declared a holiday by the Mayor or Council of the City of Jersey City shall be deemed a holiday (compensatory day off).

D. Compensatory time shall be granted until the minimum on-duty strength has been reached. Thereafter, if necessary, additional officers shall be granted compensatory time and replaced by overtime personnel as per the following schedule: up to three (3) company officers Citywide by tour, shall be given compensatory days off during the summer vacation period in any one year if the department is operating below minimum strength. At other times of the year, the total number of

Article XVI continued:

company officers using compensatory days shall not exceed six (6) Citywide by tour, when the department is operating below minimum strength, except on holidays set forth below:

Thanksgiving Day and Night, Easter Day and Night, Christmas Eve, Christmas Day and Night, New Year's Eve, New Year's Day and Night.

E. The draw system shall be used in granting compensatory days off on holidays and the evenings before the holidays. Section D shall not apply to Section E.

F. Overtime granted to compensate for compensatory time below minimum manpower strength shall be drawn only from members who are on forty-eight (48) or seventy-two (72) hour leave. No member shall work more than twenty-four (24) hours continuous duty for the purpose of this Section, except in cases of emergency.

G. Compensatory time off may be cancelled by the Fire Chief under emergency conditions. An emergency shall mean a situation that neither the employer nor the employee has control over, i.e., an act of God, a local catastrophe, or any unforeseen act that cannot be anticipated.

ARTICLE XVII

CLOTHING ALLOWANCE

A. Employees (Fire Officers) shall be provided the sum of Three Hundred Dollars (\$300.00) clothing allowance per year; One Hundred Fifty Dollars (\$150.00) on January 1 and One Hundred Fifty Dollars (\$150.00) on July 1 of each year of the Agreement.

B. Effective January 1, 1978, the clothing allowance shall be a minimum Three Hundred Fifty Dollars (\$350.00) per year; One Hundred Seventy-five Dollars (\$175.00) to be paid on January 1, and July 1 of each year.

ARTICLE XVIII

TERMINAL LEAVE

A. Fire Officers who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of two (2) working days for each calendar year of service. Added to such leave shall be all accumulated compensatory time off and vacation time and award days due the retiring Fire Officer.

B. The Fire Officers shall have the right to accumulate all or part of compensatory time and apply this time to Terminal Leave.

C. A Fire Officer shall have the option of taking his terminal leave as provided for in this Article as leave or alternatively, he may at his option, be paid for his leave and resign or retire prior to the implementation of same, or take a portion of the earned terminal leave as leave, and receive the cash equivalent of the balance.

ARTICLE XIX

FUNERAL LEAVE

A. A death in the Fire Officer's immediate family shall not be charged against his compensatory time. Time off shall be given from the day of death up to and including the day after the funeral, not to exceed five (5) days. Immediate family shall be defined as follows: Mother, Father, Son, Daughter, Sister, Brother, Husband, Wife, Son-in-law, Daughter-in-law, Father-in-law, Mother-in-law, Sister-in-law, Brother-in-law, Grandparents, and Grandchildren, and any other relative living in the household.

B. In the event of death of a Fire Officer's aunt, uncle, niece or nephew, or that of his spouse, he shall suffer no loss of regular full-time pay, and be released from duty for the day of the funeral.

ARTICLE XX

MILITARY LEAVE

A. Any employee ordered to active duty by a component of the United States Armed Forces shall be granted leave without pay for the period of such service.

B. The City hereby agrees to grant military leave for ANACDUTRA to any employee in accordance with New Jersey State Statutes.

C. All members of the National Guard or Reserves shall be granted time off with full pay to attend required drills. Such time off shall be in addition to vacation, sick, and administrative leave. The Director may, however, reschedule an employee's hours and days of work in order to enable the employee to attend drills and still fulfill all employment responsibilities without need for additional time off.

ARTICLE XXI

SERVICE FEE - AGENCY SHOP

If, during the life of this Agreement, there is specific statutory authority passed granting "agency shop" privileges, the City shall institute such system to the benefit of the bargaining agent, provided further, that the indemnification agreement set forth in paragraph "C" of Article VI shall be applicable.

ARTICLE XXII

TRANSFERS

A. Transfers shall be made in accordance with the following procedure:

1. Permanent transfers shall be made on a seniority in rank basis and qualification.

2. Vacancies shall be posted in all installations of the Fire Department on bulletin boards, once a year, on October 1st. Bidding will take place for fifteen (15) days.

The Fire Department shall have eight (8) days to process and post awards. Posting to take place on the ninth (9th) day. Also on the ninth (9th) day a notice shall be posted opening for bids the vacancies created by the first round of transfers as stated above. The same procedure shall be followed as to bidding. The same procedure shall be followed for the third and final round.

With respect to the picking of positions by Lieutenants and Captains during 1976, the supplemental agreement between the parties, dated November 9, 1976, shall remain in effect. During 1977, all Captains shall be allowed to pick in a first round exclusively among their rank, for vacancies. Thereafter, a second round of bidding shall take place as above, for both Lieutenants and Captains. After this second round of bidding among company officers, the Lieutenants shall be allowed to pick exclusively among their rank for the remaining

vacancies.

3. Physical transfers of Officers, in accordance with this procedure, shall take place at the beginning of the next tour following January first.

Any assignments made between January 1st and December 31st shall be deemed temporary if not subject to bidding.

4. If a Fire Officer is assigned to a special detail or appointed position, the vacancy created by the assignment of appointment shall be filled on a temporary basis (up to one (1) year). Upon termination of assignment or appointment the Fire Officer involved shall have the right to return to his original assignment for up to one year from date of appointment or thereafter, to any assignment or appointment made available by the Fire Department.

5. Involuntary transfers shall be made only for good cause.

ARTICLE XXIII

POLICE DUTIES

A. Fire Officers shall not be required to perform any police duties.

B. The City shall not require a Fire Officer to order the use of, direct the use of, or man hose streams or any other devices or appliances, or to take part actively in the quelling of any civil disorder.

ARTICLE XXIV

GRIEVANCE PROCEDURE

A. The purpose of the Grievance Procedure shall be to settle all grievances between the City and the Union and Fire Officers as quickly as possible, so as to insure efficiency and promote Fire Officers' morale.

B. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the City.

C. The following constitutes the sole and exclusive method for resolving grievances between the parties:

1. (a) An aggrieved employee shall institute action under the provisions hereof within thirty (30) days after grievant became aware, or should have become aware, through diligent inquiry, but in no event more than sixty (60) days after the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate Supervisor, for the purpose of resolving the matter informally. Failure to act within said periods set forth above shall be deemed to constitute an abandonment of the grievance.

(b) The immediate Supervisor shall render a decision in writing within five (5) days after receipt of the grievance.

2. If the grievance is not settled through Step 1, the same shall be reduced to writing by the Union and submitted to the Fire Chief, or any person designated by him within five (5) days following the determination by the immediate supervisor, and the answer to such grievance shall be made in writing with a

copy to the Union within five (5) days following submission.

3. If the grievance is not settled at Steps 1 and 2, then the Union shall have the right to submit such grievance to the Director of Fire and Safety Services within five (5) days following the determination of Step 2. A written answer to said grievance shall be served upon the individual and the Grievance Committee within ten (10) days after submission.

4. (a) If the grievance is not settled through Steps 1, 2, and 3, either party may refer the matter to the State Board of Mediation within ten (10) days after the determination of Step 3. An Arbitrator shall be selected pursuant to the rules of the State Board of Mediation..

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of Step 3. In the event the aggrieved elects to pursue his Civil Service remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Union shall pay whatever costs may have been incurred in processing the matter to arbitration at this point.

(c) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(d) The costs for the services of the Arbitrator shall be borne equally between the City and the Union. Any other expenses, including but not limited to the

presentation of witnesses, shall be paid by the party incurring same.

(e) The decision shall be final and binding on both parties.

D. The Union President, or his authorized representative, may report an impending grievance to the Director of Fire and Safety Services in an effort to forestall its occurrence.

E. Since adequate grievance procedures are provided in this Agreement, the Union agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the Fire Department.

F. Nothing contained herein shall prevent any Fire Officer from processing his own grievance, provided the grievance committee may be present as observer at any hearing on the individual's grievance.

ARTICLE XXV

PARITY

A. The existing parity in rank wage scale as presently constituted between police and fire superior officers shall be maintained.

ARTICLE XXVI

CREW REQUIREMENTS

A. The City will maintain full quotas of Fire Officers at all levels of command to insure proper operation of the Fire Department whenever and wherever possible.

B. During the two (2) years of this Agreement the City agrees to refrain from making economic layoffs, demotions, or rollbacks of officers, in consideration of their unique status in protecting the lives and property of the citizens of Jersey City. This Agreement does not affect normal attrition or the right of the City to take disciplinary action in accordance with the Rules and Regulations of the Department, state statutes or the Collective Bargaining Agreement.

C. The City agrees that in order to effectively run a fire department the maintenance of certain institutions are in the best interests of the City. Therefore, the City agrees that it shall endeavor to maintain a Training School, Signal Alarm Operators Division, Fire Prevention and Hotel Bureau, Repair Shop, Hose Shop, Division of Medical Services, Community Relations Bureau and necessary and proper clerical positions staffed with uniformed firefighters and officers as necessary.

D. Any man permanently assigned to such detail who is reassigned therefrom due to a contraction of the work force shall be placed on a preferential reassignment list, and returned to the detail in the event of a vacancy.

E. Current work hours shall be maintained for special assignments.

ARTICLE XXVII

EARLY RELIEF

A. Fire Officers shall be entitled up to thirty
(30) minutes early relief upon the arrival of his relief
man.

ARTICLE XXVIII

ACTING APPOINTMENTS

A. The practice of appointing employees to higher ranks in an acting capacity is discouraged and it is agreed that such higher ranks shall be filled as soon as possible as provided by law.

B. A Fire Officer serving in any acting capacity will receive the full pay of the rank in which he is acting after serving sixty (60) days in said rank during the lifetime of this Agreement. This shall mean that the employee so appointed will be paid at the higher rank effective with his 61st cumulative day of such service.

C. The following formula shall be used to compute the number of calendar days acquired:

1. A member who works a single tour shall receive credit of one (1) calendar day.

2. A member who works more than one continuous tour shall receive two (2) calendar days credit for each tour worked.

ARTICLE XXIX

APPLICABLE LAWS

A. The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify applicable provisions of New Jersey State laws.

B. Employees shall retain all civil rights under New Jersey State Law and under Federal Law consistent with their duties as Fire Officers.

C. Employees shall retain all retirement and pension rights under New Jersey Law and under Ordinances of the City of Jersey City.

ARTICLE XXX

EMPLOYEES AFFECTED

A. This Agreement shall be in effect and the benefits thereof shall apply (unless otherwise noted) to all Fire Officers who are on the payroll and employed by the City of Jersey City on January 1, 1976, or in the case of death to their estates.

ARTICLE XXXI

CHANGES, SUPPLEMENTS OR ALTERATIONS

A. Any provision of this Agreement may be changed, supplemented or altered, provided both parties mutually agree.

ARTICLE XXXII

SAVINGS CLAUSE

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXIII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues for the life of this Agreement, and neither party shall be required to negotiate on any subject unless they mutually agree to do so.

ARTICLE XXXIV

TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 1976 and shall remain in effect to and including December 31, 1977, without any reopening date. The Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than August 1, 1977, nor later than October 1, 1977, of a desire to change, modify or terminate this Agreement.

B. In the event there is no Agreement between the parties hereto by November 1, 1977, it is hereby agreed that an impasse shall have been reached and at that time, the parties agree to mediation and, if an agreement is still not reached following mediation and fact-finding, pursuant to N.J.S.A. 34:13A-1 et seq., parties agree to submit their issues to an arbitrator whose decisions on the collective bargaining contract shall be binding upon the parties. Said Arbitrator shall be selected in accordance with the procedures of the New Jersey Public Employment Relations Commission.

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